

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE  
LEGACY GLOBAL SPORTS, L.P., et al.

CHAPTER 7  
CASE NO. 20-11157 JEB

DEBTORS

Jointly Administered

**AMENDED MOTION FOR RELIEF FROM AUTOMATIC STAY**

(This Motion amends CAB West LLC's Motion for Relief filed in Massachusetts Premier Soccer, LLC Case No. 20-11357) CAB West LLC as and for a motion, pursuant to 11 U.S.C. §362(d) and Rule 4001(a) F.R.B.P., seeking an Order granting relief from Automatic Stay as to all Debtors in this jointly administered case in order to obtain possession and dispose of its property, namely a 2018 Ford Focus, Vehicle Identification Number 1FADP3K28JL231022 and a 2018 Ford Focus, Vehicle Identification Number 1FADP3K25JL224464, states the following as grounds therefore:

1. On June 22, 2020 Massachusetts Premier Soccer, LLC (hereinafter referred to as the "Debtor(s)") filed a voluntary petition under Chapter 7 of Title 11 of the Code with this Court.
2. This Court has jurisdiction over this matter under 28 U.S.C. §§1334(b) and §157(a) and §362(d) of Title 11, United States Code (hereinafter referred to as the "Code"). Upon information and belief, this matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(G).

**As to a 2018 Ford Focus, Vehicle Identification Number 1FADP3K28JL231022**

3. Cab West LLC is the record owner of one (1) 2018 Ford Focus, Vehicle Identification Number 1FADP3K28JL231022 (hereinafter "Motor Vehicle 1"). A copy of the Certificate of Title is annexed hereto as Exhibit "A" and made a part hereof.

4. On January 19, 2018, Damerow Ford (hereinafter "dealer"), as lessor and the debtor, as lessee, entered into a Lease Agreement (hereinafter "Lease Agreement 1") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$297.33 per month for a term of thirty-six (36) months, commencing January 19, 2018. A copy of Lease Agreement 1 is annexed hereto as Exhibit "B" and made a part hereof. The entity that applied for and is named on the

Lease was Global Premier Soccer Oregon LLC, however the Tax Id. Number was Massachusetts Premier Soccer, LLC's. Upon information and belief, this vehicle does not appear on any of the jointly administered debtors' bankruptcy schedules, so it is uncertain which debtor(s) may claim an interest.

5. Pursuant to the terms and provision thereof, and for good and valuable consideration, the Lease Agreement was duly assigned by the dealer to Cab West LLC, which is now the holder and owner of same.

6. As of July 6, 2020 the debtor was in default of the payment obligations to Cab West LLC pursuant to the terms and conditions of the Lease Agreement 1, as follow:

- a. Net Balance Due: \$2,903.45.
- b. Arrears: \$936.59 for the months of April 18, 2020 through and including June 18, 2020.

(**NOTE:** The forgoing does not represent any amounts which may be due for late charges, costs and attorneys' fees as may be allowed by the Court).

7. Pursuant to 11 U.S.C. §362, upon commencement of the instant bankruptcy case, Cab West LLC is stayed from taking any action against any debtor to obtain possession of Motor Vehicle 1.

8. Cab West LLC has ascertained that the fair market replacement value of the Motor Vehicle 1 is \$12,525.00 based upon the relevant values for this vehicle set forth in the N.A.D.A publication for this area, a copy of which is annexed hereto as Exhibit "C" and made a part hereof.

**As to a 2018 Ford Focus, Vehicle Identification Number 1FADP3K25JL224464**

9. Cab West LLC is the record owner of one (1) 2018 Ford Focus, Vehicle Identification Number 1FADP3K25JL224464 (hereinafter "Motor Vehicle 2"). A copy of the Certificate of Title is annexed hereto as Exhibit "D" and made a part hereof.

10. On January 19, 2018, Damerow Ford (hereinafter "dealer"), as lessor and the debtor, as lessee, entered into a Lease Agreement (hereinafter "Lease Agreement 2") pursuant to

which the debtor leased the vehicle from the dealer at the rate of \$297.33 per month for a term of thirty-six (36) months, commencing January 19, 2018. A copy of Lease Agreement 2 is annexed hereto as Exhibit "E" and made a part hereof. The entity that applied for and is named on the Lease was Global Premier Soccer Oregon LLC, however the Tax Id. Number was Massachusetts Premier Soccer, LLC's. Upon information and belief, this vehicle is listed on all of the jointly administered debtors' bankruptcy schedules.

11. Pursuant to the terms and provision thereof, and for good and valuable consideration, the Lease was duly assigned by the dealer to Cab West LLC, which is now the holder and owner of same.

12. As of July 6, 2020 the debtor was in default of the payment obligations to Cab West LLC pursuant to the terms and conditions of Lease Agreement 2, as follow:

- a. Net Balance Due: \$2,903.45.
- b. Arrears: \$936.59 for the months of April 18, 2020 through and including June 18, 2020.

(NOTE: The forgoing does not represent any amounts which may be due for late charges, costs and attorneys' fees as may be allowed by the Court).

13. Pursuant to 11 U.S.C. §362, upon commencement of the instant bankruptcy case, Cab West LLC is stayed from taking any action against any debtor to obtain possession of Motor Vehicle 2.

14. Cab West LLC has ascertained that the fair market replacement value of Motor Vehicle 2 is \$12,525.00 based upon the relevant values for this vehicle set forth in the N.A.D.A publication for this area, a copy of which is annexed hereto as Exhibit "F" and made a part hereof.

15. Upon information and belief, the debtor continues to enjoy the use and possession of Motor Vehicles 1 and 2 subjecting same to normal occupational wear and tear thereby causing the leased property to depreciate in value. It is respectfully submitted that the continued use of the vehicles without payment of rental charges to Cab West LLC pursuant to the terms and

provisions of the Lease Agreement, shall eventually render the vehicle valueless, causing Cab West LLC irreparable damage to its interest in same.

16. It is respectfully asserted that Cab West LLC's interest in the vehicles will not be adequately protected if the automatic stay is allowed to remain in effect.

17. Accordingly, sufficient cause exists to grant Cab West LLC relief from the automatic stay herein pursuant to 11 U.S.C. §362(d)(1), and consequently, the debtor has no right to continued possession of the vehicles.

18. No prior application for the relief requested herein has been made.

**WHEREFORE**, Cab West LLC respectfully requests that the Court issue an Order, pursuant to 11 U.S.C. §362(d)(1) granting Cab West LLC relief from automatic stay in order to obtain possession and dispose of Motor Vehicles 1 and 2 and for such other as further relief as the Court may deem just and proper.

Dated at Bloomfield, Connecticut on July 15, 2020.

MOVANT  
CAB WEST LLC

By /s/ Mitchell J. Levine  
Mitchell J. Levine  
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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE CHAPTER 7  
LEGACY GLOBAL SPORTS, L.P., et al. CASE NO. 20-11157 JEB  
  
DEBTORS Jointly Administered

**ORDER GRANTING RELIEF FROM AUTOMATIC STAY**

After notice and an opportunity for a hearing on Cab West LLC's (hereafter the "Movant") Motion for Relief from Stay

**IT IS HEREBY ORDERED** that the Automatic Stay of Section 362(a) of the Bankruptcy Code is modified so that the Movant may exercise its rights if any, under its lease agreement with the above Debtor(s) with regard to a 2018 Ford Focus, Vehicle Identification Number 1FADP3K28JL231022 and a 2018 Ford Focus, Vehicle Identification Number 1FADP3K25JL224464, in accordance with State and Federal Law.

This Order is binding and effective despite any conversion of this bankruptcy case under any other chapter of the Bankruptcy Code.

Dated at Boston, Massachusetts this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE  
LEGACY GLOBAL SPORTS, L.P., et al. CHAPTER 7  
DEBTORS CASE NO. 20-11157 JEB  
Jointly Administered

**CERTIFICATE OF SERVICE**

The undersigned Cab West LLC (the "Movant") hereby certifies that on July 7, 2020 in accordance with Rules 7004, 7005, and 9014 F.R.Bankr.P., I have served the following upon all parties entitled to notice (see attached Schedule "A") by first class mail postage prepaid or electronically:

- (1) a copy of the Motion for Relief from Automatic Stay,
- (2) a copy of the proposed order.

Dated: July 15, 2020

THE MOVANT  
CAB WEST LLC

BY/s/Mitchell J. Levine  
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**SCHEDULE A**

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Debtor(s):

**Massachusetts Premier Soccer, LLC**  
85 Central Street  
Waltham, MA 02453  
(*Debtor*)

**Global Premier Soccer Oregon, LLC**

85 Central Street  
Waltham, MA 02453

**Legacy Global Sports, L.P.**

77 Sleeper Street  
Boston, MA 02210

**LGS Management, LLC**

77 Sleeper Street  
Boston, MA 02210

**LGS Manufacturing, LLC**

77 Sleeper Street  
Boston, MA 02210

**Legacy Global Lacrosse, LLC**

77 Sleeper Street  
Boston, MA 02210

**LGS Logistics LLC**  
77 Sleeper Street  
Boston, MA 02210

**LGS Team Sales, LLC**  
77 Sleeper Street  
Boston, MA 02210

**Premier Sports Events, LLC**  
77 Sleeper Street  
Boston, MA 02210

**Maine Premier Soccer, LLC**  
426 Bridge Street  
Westbrook, ME 02210

**Mass Premier Soccer in New Hampshire, LLC**  
360 Route 101, Unit 14C  
Bedford, NH 03110

**Florida Premier Soccer, LLC**  
933 Lee Rd., Suite 401  
Orlando, FL 02210

**New York Premier Soccer, LLC**  
557 East Ridge Road  
Buffalo, NY 14221

**Jersey Premier Soccer, LLC**  
20 East Roosevelt Blvd, Suite A  
Wall, NJ 02210

**GPS in Vermont, LLC**  
360 Route 101, Unit 14C  
Bedford, NH 02210

**Rhode Island Premier Soccer, LLC**  
547 Mt. Pleasant Avenue  
Providence, RI 02908

**Carolina Premier Soccer, LLC**  
706 Orleans Road  
Charleston, SC 02210

**Georgia Premier Soccer, LLC**  
2640 Mathews St.  
Atlanta, GA 02210

**Global Premier Soccer Puerto Rico, LLC**  
El Mirador de Cupey C/7 I-9  
San Juan, PR 02210

**Global Premier Soccer Canada, LLC**  
3399 Castlerock Place, Unit 25  
London, ON 02210

**Global Premier Soccer Oregon, LLC**  
9011 SW Beaverton Hillsdale Hwy  
Beaverton, OR 02210

**Global Premier Soccer California, LLC**  
4148 Ocean View Blvd  
Montrose, CA 02210

**Global Premier Soccer Missouri, LLC**  
700 Bent Oak Court  
Saint Louis, MO 02210

**Global Premier Soccer Connecticut, LLC**  
85 Central Street  
Waltham, MA 02453

**Global Premier Soccer Delaware, LLC**  
410 N. Ramunno Drive  
Middletown, DE 02210

**Global Premier Soccer Michigan, LLC**  
6431 Pine Hollow Drive  
East Lansing, MI 02210

**Global Premier Soccer Minnesota, LLC**  
1700 105th Ave NE  
Blaine, MN 02210

**Global Premier Soccer Ohio, LLC**  
7160 Seymour Street NW  
Massillon, OH 02210

Trustee:

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(*Trustee*)

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